

Theresa L. O'Brien Vice President – Regulatory Affairs

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August 18, 2003

Ms. Luly E. Massaro, Commission Clerk Rhode Island Public Utilities Commission 89 Jefferson Boulevard Warwick, Rhode Island 02888

Dear Ms. Massaro:

We are filing, herewith, for effect September 17, 2003, tariff material consisting of:

RI PUC No. 15

Part/Section	Revision of Page(s)	Original of Page(s)
D/1	1, 1.1, 3, 3.1, 3.2, 4,	3.3 and 6.1
	4.1, 5, and 6	
M/4	1, 1.1, 1.2, 1.3, 1.4, 2,	1.5
	and 2.1	

The purpose of this filing is to enhance Verizon Rhode Island's ("Verizon RI") current offering of Frame Relay Service ("FRS") by standardizing the structure, policies and pricing of FRS across the entire Verizon footprint. FRS is a data communications service that provides data connectivity between and among widely distributed locations. Data connectivity is provided via Permanent Virtual Circuit ("PVC") connections implemented over access facilities utilizing a switch dedicated to high-speed data services.

The proposed modifications to Verizon RI's existing FRS tariff include: the introduction of several additional bandwidths for the Committed Information Rate ("CIR") optional feature; the modification of the monthly rates for UNI Port with Access Lines for existing bandwidths; the grandfathering of the current monthly Logical Channel rate applicable on a per-PVC basis and the replacement of the former rates with the CIR feature charge; the introduction of a separate nonrecurring charge for a Jurisdictional Change of a UNI; the introduction of a new

offering, Backup UNI, which is an optional feature designed to increase the reliability of a Frame Relay network by providing the ability to designate a Backup port for an active connection; and, finally, modifications to the termination liability provisions in the tariff.

If you have any questions regarding this filing, please contact Frances O'Neill-Cunha of my staff at 401 525-3560.

Enclosed are an original and nine copies of the tariff material. Please return a copy of this letter and the tariff pages marked "Duplicate" with your stamp of receipt.

Respectfully submitted,

Theresa L. O'Brien

Attachments

Verizon Rhode Island

Tariff Filing Support Package

Frame Relay Standardization EAST Tariff Realignment

August 2003

Frame Relay Standardization EAST Tariff Realignment

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Section 1

Service Description

The purpose of this filing is to enhance Verizon Rhode Island's ("Verizon RI") current offering of Frame Relay Service ("FRS") by standardizing the structure, policies and pricing of FRS across the entire Verizon footprint. FRS is a data communications service that provides data connectivity between and among widely distributed locations. Data connectivity is provided via Permanent Virtual Circuit ("PVC") connections implemented over access facilities utilizing a switch dedicated to high-speed data services. The proposed modifications to Verizon RI's existing FRS tariff are as follows.

First, Verizon RI introduces rates for the Committed Information Rate ("CIR") optional feature at several additional bandwidths (*i.e.*, 42 Kbps, 48 Kbps, 96 Kbps, 288 Kbps, 576 Kbps and 1.152 Mbps). The CIR feature provides FRS customers with a mechanism for prioritizing data on a per-PVC basis across a given User Network Interface ("UNI"). *See* PUC RI No. 15, Part D, Sec. 1.3.2.C.2. In this filing, Verizon RI also modifies the monthly rates for UNI Port with Access Lines for existing bandwidths of 56 Kbps, 384 Kbps and 1.536 Mbps. The new UNI rates reflect the availability of the CIR feature for UNI Port and Access speeds. The applicable nonrecurring charges for those speeds are modified to ensure consistency with comparable charges in other Verizon jurisdictions.

Second, Verizon RI proposes to grandfather the current monthly Logical Channel rate applicable on a per-PVC basis and replace it with the CIR feature charge. Thus, customers will have the option of maintaining the Logical Channel charge and the current FRS rate levels for UNI Ports with Access Lines for grandfathered services. However, for all new network ports, the CIR feature charge and the new rates will apply. The introduction of this rate structure will achieve consistency throughout the Verizon region.

Third, Verizon RI introduces a separate nonrecurring charge for a Jurisdictional Change of a UNI. This charge will apply, on a per-UNI basis, when a customer requests a change from the FCC tariff to the intrastate tariff. This is consistent with the application of a Jurisdictional Change Charge in other Verizon jurisdictions and at the federal level.

Fourth, Verizon RI introduces a new offering, Backup UNI, which is an optional feature designed to increase the reliability of a Frame Relay network by providing the ability to designate a Backup port for an active connection. This enables a switch port to serve as backup for one or more UNIs and assume the failed connections if a UNI fails. During normal operation, the backup port is idle; no PVCs may be provisioned against a backup UNI port to ensure its availability if a failure should occur. Verizon RI's proposed tariff also includes a one-time Backup UNI Activation/Deactivation charge, which is priced to cover both the move of a customer's PVCs from the Primary UNI to the Backup UNI and the return of the PVCs to the Primary UNI once service is restored.

Finally, Verizon RI proposes a Termination Liability provision in its tariff that mirrors the terms of Verizon's tariffs throughout the footprint. This provision standardizes the level of termination liability at 25% of the applicable monthly recurring charges incurred by the customer for the UNI Port with Access Line for the remainder of the term of the agreement.

Section 2

Rationale for Filing

In order to remain competitive and meet customers' data requirements, Verizon RI is introducing alternative options for lower and higher bandwidth services for Frame Relay. Verizon RI's filing also standardizes the FRS tariff to ensure consistency across the Verizon footprint, thereby enabling the Company to serve customer needs more efficiently and effectively. By aligning its tariffs nationwide, Verizon enhances the provisioning and implementation process and promotes customer awareness and understanding of the product line and pricing structure for FRS.

Section 3

Application of Rates

The table below displays the new rates for Frame Relay Service. Verizon certifies that these rates are not less than the Long Run Incremental Cost of providing Frame Relay Service.

Terms/Acc	ess Speed	US	ER to Networl	k Inte	erface (UNI)
			Monthly		NRC
UNI					
M-T-M Rate	56 Kbps	\$	153.00	\$	800.00
1-Year Rate	56 Kbps	\$	136.25		N/A
3-Year Rate	56 Kbps	\$	119.50		N/A
5-Year Rate	56 Kbps	\$	109.00		N/A
M-T-M Rate	384 Kbps	\$	457.00	\$	1,000.00
1-Year Rate	384 Kbps	\$	424.75		N/A
3-Year Rate	384 Kbps	\$	372.50		N/A
5-Year Rate	384 Kbps	\$	330.00		N/A
M-T-M Rate	1.536 Mbps	\$	825.00	\$	1,000.00
1-Year Rate	1.536 Mbps	\$	761.75		N/A
3-Year Rate	1.536 Mbps	\$	698.50		N/A
5-Year Rate	1.536 Mbps	\$	614.00		N/A
M-T-M I	RATES ONLY ON CIR				
	42 Kbps	\$	2.00		N/A
	48 Kbps	\$	2.00		N/A
	96 Kbps	\$	4.00		N/A
	288 Kbps	\$	10.00		N/A
	576 Kbps	\$	26.00		N/A
	1.152 Mbps	\$	36.00		N/A
NRC RATES	for NEW ADMIN CHARGES				
BACKUP UN	II ACTIVATE/DEACTIVATE		N/A	\$	200.00
JURISDICTI	ONAL CHANGE CHARGE		N/A	\$	75.00

(N) (N)

1. Advanced Data Services

1.1 Terminology

1.1.1	Definitions of Terms and Abbreviations	
A.	ACCESS LINE — A local channel for voice, data, or video communications which connects the Customer's location to a location of the Telephone Company or its underlying carrier or service provider.	
B.	ADDITIONAL LOGICAL CHANNELS — Additional communications channels on a given Network Address allowing the Customer to establish permanent virtual circuits between multiple locations and maintain a high degree of flexibility in configuring the network.	
C.	BURSTING – Bursting is the ability to temporarily exceed CIRthe average rate you can send data through the Frame Relay network. The Verizon Frame Relay Service allows you to send two times CIR into the Frame Relay network in one second. For example, if your UNI's access circuit is 10 Mbps and your PVC's Committed Information Rate (CIR) is 5 Mbps, then you could send 10 Mbps into the network over that PVC in one second, with additional data being discarded.	
D.	COMMITTED INFORMATION RATE (CIR) – A feature that provides Customers with a mechanism for prioritizing data on a per Permanent Virtual Circuit (PVC) basis across a given User Network Interface (UNI). A CIR allows a sustained throughput at a chosen rate without having any frames designated "discard eligible" under normal operating conditions.	
E.	DEDICATED ACCESS — A dedicated communications channel that terminates on a switch facility provided by the Telephone Company or the Telephone Company's underlying carrier or service provider	
F.	DS0 – Transmission bandwidth capable of supporting digital bit rates of up to 56 kilobits per second (KBPS).	(N (N
G.	DS1 PORT CONNECTION - An interface on the Frame Relay network which terminates a Customer's 1.536 megabits per second (Mbps) circuit.	(T
Н.	DS3 PORT CONNECTION - An interface on the Frame Relay network which terminates a Customer's 44.736 megabits per second (Mbps) circuit.	(T
I.	GROOMING — Allows the connection of up to 24 DS0 channels, or one or more Fractional DS1 channels to a single DS1 channel. Grooming also allows the connection of up to 28 DS1 channels to a single DS3 channel.	(T
J.	HUB — Telephone Company designated serving wire center which is equipped to provide private line service.	(T
K.	Local Access and Transport Area (LATA) —A geographic area established by the Telephone Company for the administration of communications service. A LATA encompasses designated exchanges, which are grouped to service common social, economic and other purposes.	(N
L.	LOGICAL CHANNEL ¹ — A communications channel that allows transmission of sequenced data packets through one network. One logical channel comes standard with one 56 Kbps, 384 Kbps, and 1.536 Mbps Frame Relay UNI Port With Access Line.	(T

Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, additions, or changes are not permitted.

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1. Advanced Data Services

1.1 Terminology

1.1.1	Definitions of Terms and Abbreviations	
М.	NETWORK MAP — The complete configuration of the Customer's frame relay subscriber network access lines and permanent virtual circuits, as defined by the interconnectivity of network addresses and logical channels.	(T
N.	NETWORK ADDRESS — The numeric characters representing the origination or destination point (i.e., the UNI Port With Access Line) for each dedicated circuit accessing the Frame Relay network. The Network Address is numbered in number format. One Network Address comes standard with one UNI Port With Access Line.	(T
0.	NETWORK-TO-NETWORK INTERFACE (NNI)- The NNI port configuration is used for connecting two networks for bi-directional messaging.	(T
P.	PERMANENT VIRTUAL CIRCUITS (PVC) — Are the electronic equivalent of a private line between two points.	(T)
Q.	PORT CONNECTION – The point of entry into a public Frame Relay Network service.	(T)
R.	USER TO NETWORK INTERFACE (UNI) – A standard interface used to connect the end user to the Frame Relay Service network. It receives the data frame from the Customer's Local Area Network (LAN) or other Customer Provided Equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination end point. The DLCI is a Frame Relay term defining a 10-bit field of the address field, and it identifies data links and their service parameters.	(T _.

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1. Advanced Data Services

1.3 Frame Relay

1.3.1	General	
A.	Frame Relay Service (FRS) is a virtual private data network service that allows the Customer to simulate a dedicated high-speed data network. FRS allows the Customer to establish Permanent Virtual Circuits (PVCs) among multiple locations using statistically multiplexed network access lines and a shared high speed Telephone Company packet switching network. PVCs provide the Customer with the electronic equivalent of a private line between two points. The Customer establishes with the Telephone Company a fixed private numbering plan (i.e., Network Address) and routing scheme (i.e., Network Map), for moving data among the Customer's various locations on a secure basis. While none of the physical circuits are dedicated, these locations are electronically connected to function similar to private line service.	(C
B.	FRS allows Customers to interconnect geographically dispersed Local Area Networks (LANs) and can support file transfer applications. FRS supports intermittent, bursty data traffic via 56 Kbps, 1.536 Mbps, and 44.736 Mbps transport facilities. A Customer may purchase some quantity of dedicated access lines to the packet switching network which serves as the FRS backbone network. FRS port access is provided via either 56 Kbps, 1.536 Mbps or 44.736 Mbps from a Customer's location to the nearest FRS service point.	
C.	FRS is available where facilities and conditions permit.	

1.3.2 Service Components

- A. User to Network Interface (UNI) Port With Access Line Connection— UNI Port With Access Line Connections provide the Customer with dedicated access and FRS port at a transmission speed of 56 Kbps, 384 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps, and 44.736 Mbps over dedicated digital facilities. Each UNI Port With Access Line Connection allows for unlimited usage on the FRS packet network. Each 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port With Access Line Connection includes one logical channel and one network address. Additional logical channels are offered as an optional feature. The maximum number of logical channels available at 56 Kbps or 384 Kbps is 200. The PVC must be associated with at least one FRS port. A FRS port can be associated with multiple PVCs. Subject to technical constraints, the Company may limit the number of PVCs to be assigned.
- 1. Customers subscribing to Frame Relay Service with UNI Port With Access Line Connection transmission speeds of 56 KBPS, 384 KBPS, and 1.536 KPBS service prior to September 17, 2003, will be billed for the UNI Port With Access Line component at the Vintage 1 rates. Moves, additions or changes are not permitted for these customers. Customers subscribing to Frame Relay service UNI Port With Access Line Connections component on or after September 17, 2003, will be billed the UNI Port With Access Line Vintage 2 rates.

Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, additions, or changes are not permitted.

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1. Advanced Data Services

1.3 Frame Relay

1.3.2	Service Components	
В.	Port Only Connections – UNIs and NNIs are also provisioned as a Port Only Connection. UNI Port Only Connection provides a Frame Relay Network connection based on the port connection speeds of 56 Kbps, 384 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps, and 44.736 Mbps. NNI Port Only Connection provides a Frame Relay Network connection based on the port connection speeds of 384 Kbps, 1.536 Mbps and 44.736 Mbps. The Frame Relay port speed will be consistent with the channel speed of the access channel. Each port can accommodate multiple PVCs. UNI Port Only and NNI Port Only Connections are available on a month-to-month, one-year, three-year and five-year term.	(X) (X)
1.	Customers may access Port Only Connections via Telephone Company-provided digital access facilities. The associated regulations, rates and charges under the appropriate Telephone Company Tariff shall apply in addition to the regulations, rates and charges associated with FRS.	
C.	Optional Features and Functions — These provide the Customer with additional capabilities for interaction with the FRS packet network.	
1.	Additional Logical Channels allow 56 Kbps, 384 Kbps and 1.536 Mbps Customers to simultaneously operate multiple channels on a single port. The maximum additional logical channels available for 56 Kbps or 384 Kbps UNI Port With Access Line is 199 and the maximum additional logical channels available for 1.536 Mbps UNI Port With Access Line is 991. Each additional logical channel must be associated with a specific network address.	
a.	Effective September 17, 2003, the Logical Channels optional feature is no longer available to new customers. Moves, additions, or changes are not permitted.	(N) (N)
2.	Permanent Virtual Circuit (PVC) Committed Information Rate (CIR) provides a mechanism to prioritize applications on a per-PVC basis over a Frame Relay UNI. This feature allows all users to maintain the capability to transfer data within their CIR on a non-sequential, high-priority basis without potential packet data discard due to network congestion.	(C) (D)
a.		
b.		
C.		
d.		
e.		
f.		(D)

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1. Advanced Data Services

1.3 Frame Relay

1.3.2	Service Components (Cont'd)	
C.2	. (Continued)	
g.		(D)
h.		(D)
i.	The following PVC CIR is available:	(N)
1.	Standard - A Standard PVC is a logical channel path between two customer Frame Relay ports.	
j.	The maximum CIR allowed is determined by the lower of the two port speeds connected by the PVC. The maximum CIR allowed for port speeds at 1.536 Mbps and below is 75% of the lower of the two port speeds. For port speeds above 1.536 Mbps to 44.7136 Mbps, the maximum CIR allowed is 50% of the lower of the two port speeds.	
3.	Backup UNI service is a disaster avoidance and disaster recovery feature that consists of a Primary UNI and a Backup UNI, and incorporates PVC remapping capabilities of the Frame Relay network. The Primary UNI is terminated at the primary Customer host location and in normal operation serves PVCs between the primary host location and various Customer remote locations. A second UNI, which is designated by the Customer as a Backup UNI, is installed and terminated at the customer's Backup host location. During normal operations no PVCs are mapped to the Backup UNI. The Customer will be required to purchase both UNIs. In the event of a Primary UNI, primary digital access line or, Customer primary host location failure, the predefined PVC configuration can be remapped to the Backup UNI at the Customer's request. Upon restoral of the Primary UNI service the Customer must contact the Company to initiate remapping of PVCs from the Backup UNI back to the Primary UNI. A Backup UNI, which may serve as a Backup to one or more Primary UNIs, can only Backup one Primary UNI at a time. A Backup UNI must be the same port speed or greater than the Primary UNI(s).	
a.	A Customer ordering Backup UNI service is responsible for the following:	
1.	Determining network configuration before and after the activation of Backup UNI service.	
2.	Providing the Company with the appropriate information required for joint development of the Backup UNI database.	 (N)

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1. Advanced Data Services

1.3 Frame Relay

1.3.2	Service Components (Cont'd)	
C.3.	(Continued)	
3.	Maintaining port configurations and router tables (For seamless changes from the Primary UNI to the Backup UNI, the Customer must use the same addressing scheme on routers connected to the primary and Backup sites.).	(N
4.	Contacting the Company to request all activations and deactivations of Backup UNI service.	
5.	Providing assistance, as requested by the Company, in the implementation and execution of the Customer's activation/deactivation of Backup UNI service.	 (N
D.	Provisioning of Service — The Telephone Company reserves the right to determine where equipment is to be deployed.	(X (X

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1. Advanced Data Services

1.3 Frame Relay

1.3.3	Interruption of Service	
A.	A UNI or NNI and its associated PVC will be considered out-of-service when it does not provide functional permanent virtual circuits, as specified and subscribed to, to all other associated FRS UNI's or NNIs which are not otherwise out-of-service.	(0
В.	When service is interrupted for 30 minutes or more a credit allowance will be made for the portion of the service which is affected, provided that the interruption is brought to the attention of the Telephone Company within 10 days. For the purpose of determining the amount of allowance, every month is considered to have 30 days.	
C.	Interruptions are credited to the Customer at the proportionate monthly contract charge in half-hour multiples for each half-hour or major fraction thereof of interruption.	
D.	No credit allowance will be made for the following interruptions:	
1.	Service interruptions of less than 30 minutes.	
2.	Service interruptions caused by the negligence of the Customer or authorized user.	
3.	Service interruptions resulting from the failure of equipment provided by the Customer or authorized user.	
4.	Service interruptions which continue due to the failure of the Customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made begins on the seventh day after the Customer receives Telephone Company's notification of the need for replacement and ends on the day after the Telephone Company receives the Customer's authorization for replacement.	

1.3.4 Customer Premises Equipment (CPE) A. The Customer must provide CPE that complies with the requirements and standards as specified in NTR - 74260.

1.3.5	Regulations	
A.	Minimum Period	
1.	All UNI Port With Access Line Connections, UNI Port Only Connections, and NNI Port Only Connections provided on a month-to-month basis are subject to a minimum service period of one month.	
2.		(D)
3.		(D)

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(N)

(N)

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1. Advanced Data Services

1.3 Frame Relay

1.3.6	Application of Rates and Charges	
A.	Service charges apply to UNI Port With Access Line Connections, UNI Port Only Connections, and NNI Port Only Connections available on a month-to-month basis in addition to the rates and charges for FRS. Service charges also apply to Additional Logical Channels ¹ for 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port With Access Line Connections.	(C) (C) (C)
	Non-recurring charges do not apply to UNI Port With Access for 1-, 3-, or 5-Year Term Plans.	
1.	Administrative Charge— An administrative charge will be applied whenever a change is made, at Customer's request, to Customer's Address Map. Such changes are defined as those rearrangements necessary to add, delete, or rearrange the configuration of an existing Address Map. Although multiple changes may be caused by such actions, only one administrative charge will apply. The administrative charge also applies for customer-requested changes to the bandwidth capacity of existing circuits (e.g., 384 Kbps to 1.536 Mbps, or 4 Mbps to 10 Mbps). However, if a customer upgrades between service levels (e.g., 384 Kbps to 4 Mbps) or downgrades between service levels (e.g., 10 Mbps to 1.536 Mbps) the nonrecurring service charge associated with the new service level applies.	(C)
a.	The administrative charge applies per occurrence, per UNI Port With Access Line Connection or UNI Port Only Connection.	
2.	Backup UNI - A nonrecurring charge applies when a Customer requests an activation of the Backup UNI service. No additional charges are applied upon deactivation of Backup UNI service.	(N)
3.	Jurisdictional Change Charge - Conversion of service to another jurisdiction will be treated as a disconnect of service and establishment of new service. A nonrecurring Jurisdictional Change Charge applies per UNI or NNI.	(N)

1.3.7 Variable Term Payment Plan (VTPP)

The monthly rates for FRS are offered under the VTPP as described herein. The VTPP monthly rates are payable over the following Optional Payment Periods (OPP) as selected by the Customer.

Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, additions, or changes are not permitted.

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(N)

(N)

(N)

1. Advanced Data Services

1.3 Frame Relay

1.3.7	Variable Term Payment Plan (VTPP) (cont'd)
В.	Optional Payment Periods (OPPS)
1.	OPPs of Month-to-Month, 1-, 3-, 5-, or 7-year VTPPs are available for 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port Access Line Connections.
2.	OPPs of Month-to-Month, 1-, 3- and 5-year VTPPs are available for 4, 6, 10, 22, and 44.736 Mbps UNI Port With Access Line Connection, all UNI Port Only Connection and all NNI Port Only Connection rate elements.
3.	Effective June 20, 2003, the 7-Year VTPPs for 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port With Access Line Connections are no longer available to new customers.
C.	Additional logical channels ¹ and CIR PVCs are offered on a Month-to-Month basis only.
D.	
E.	End-of-Term Options - Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
1.	Renew their term commitment,
2.	Commit to a new term period,
3.	Arrange for a change of service, or
4.	Arrange for termination of the service.
	In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

1.3.8 Termination Liability

The Termination Liability regulations in A. through F. following apply to Frame Relay Service circuits in service prior to September 17, 2003. The Termination Liability regulation found in G. following applies to Frame Relay Service circuits in service on or after September 17, 2003.

- **A.** If the Customer terminates service or cancels an OPP before the expiration of a commitment period, the Customer is subject to a termination liability charge. If the Customer terminates service prior to a minimum service period, the minimum service period charges also apply, in addition to the discounted monthly rates for each UNI.
- **B.** The termination charges applicable to FRS are equal to 50% of the present value of the unpaid balance of the OPP. The present value of outstanding optional payment period monthly rates is determined in accordance with the principles of the Time Value of Money at an effective interest rate of .99384% monthly.
- Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, (N) additions, or changes are not permitted. (N)

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1. Advanced Data Services

1.3 Frame Relay

1.3.8	Termination Liability
C.	When Customer disconnects some or all discounted UNIs or NNIs in order to replace them with other discounted UNIs or NNIs, the appropriate minimum service period charges would apply. The termination liability does not apply provided that the following apply.
1.	The orders for the new UNIs or NNIs and the disconnect of the existing UNIs or NNIs are placed with Company at the same time and
2.	The number of new UNIs or NNIs is equal to or greater than the total of the UNIs or NNIs being disconnected or
3.	The Customer is replacing FRS UNIs or NNIs with other Company packet-based services of equal or greater value.
D.	If a Customer increases service prior to the expiration of a payment period, a Customer may elect to include the existing FRS UNIs or NNIs with the UNIs or NNIs under a new OPP. The new payment period must be equal to or greater than the time remaining in the existing payment period. Under this arrangement, a Customer would not be subject to the termination liability charge of the prior agreement. A Customer also has the option of subscribing to the additional FRS UNIs or NNIs under a separate OPP.
E.	The Customer may, at any time prior to the expiration of the selected payment period for an existing OPP, change to an OPP with a longer payment period at the then effective discount percentage. No termination liability charges will apply for any FRS port connections extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill day following the request for the change.
F.	If the customer terminates service prior to the minimum service period, the minimum service period charges apply, in addition to termination liability charges, if applicable. Termination liability charges will be applied based on the remaining months of the term commitment period after the minimum service period charges are met.
G.	In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:
	25% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge
1.	Early termination charges will apply only to those rate elements under a term commitment. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the Customer may terminate the service without incurring an early termination charge.

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1.3 Frame Relay

1.3.8 Termination Liability

- **4.** Early termination charges will not be assessed under the following circumstances:
- **a.** Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term:
- **b.** Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable:
- **c.** Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- **d.** Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
- 1. The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
- 2. The Company provides the new service via tariff or on an individual case basis (ICB), and,
- 3. The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

(N)

(N)

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4. Rates and Charges

4.1 Advanced Data Services

4.1.1	Frame Relay - Monthly Service Plan						
ID	Service Category	rvice Category Rate Element					
	UNI Port With Access Line – Vintage 1	56 Kbps Vintage 1 ¹ — Monthly –	147.00				
		384 Kbps Vintage 1 ¹ – Monthly - Each	467.00				
		1.536 Mbps Vintage 1 ¹ – Monthly - Each	867.00				
	UNI Port With Access	56 Kbps Vintage 2 — Monthly –	153.00				
	Line – Vintage 2	384 Kbps Vintage 2 – Monthly - Each	457.00				
		1.536 Mbps Vintage 2 - Monthly - Each	825.00				
	UNI Port With Access	4 Mbps - Monthly - Each	2,650.00				
	Line	6 Mbps – Monthly – Each	3,000.00				
		10 Mbps – Monthly - Each	3,325.00				
		22 Mbps – Monthly - Each	3,500.00				
		44.736 Mbps - Monthly - Each	4,500.00				
	UNI Port Only Connection	56 Kbps – Monthly – Each	80.00				
		384 Kbps – Monthly – Each	170.00				
		1.536 Mbps – Monthly – Each	220.00				
		4 Mbps - Monthly - Each	790.00				
		6 Mbps – Monthly – Each	830.00				
		10 Mbps - Monthly - Each	900.00				
		22 Mbps - Monthly - Each	1,200.00				
		44.736 Mbps - Monthly - Each	1,500.00				
	NNI Port Only	384 Kbps – Monthly – Each	170.00				
		1.536 Mbps - Monthly - Each	220.00				
		44.736 Mbps – Monthly – Each	1,500.00				
	Optional Features	Additional Logical Channels – Per UNI Port With Access Line ¹ - 1 to 4 Each	10.00				
		Additional Logical Channels – Per UNI Port With Access Line ¹ – 5 to 9 Each	5.00				
		Additional Logical Channels – Per UNI Port With Access Line ¹ – 10 or more Each	1.00				

Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, (N) additions, or changes are not permitted. (N)

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4. Rates and Charges

4.1 Advanced Data Services

4.1.1	Frame Relay - Month	ly Service Plan		
ID	Service Category	Rate Element	Rate	USOC
	Standard PVC Committed	Committed Information Rate (CIR), Per PVC – 4 Kbps	1.00	
	Information Rates	CIR, Per PVC – 8 Kbps	1.00	
	Optional Feature	CIR, Per PVC – 16 Kbps	1.00	
		CIR, Per PVC – 28 Kbps	2.00	
		CIR, Per PVC – 32 Kbps	2.00	
		CIR, Per PVC – 42 Kbps	2.00	
		CIR, Per PVC – 48 Kbps	2.00	
	-	CIR, Per PVC – 64 Kbps	3.00	
		CIR, Per PVC – 96 Kbps	4.00	
		CIR, Per PVC – 128 Kbps	5.00	
		CIR, Per PVC – 192 Kbps	7.00	
		CIR, Per PVC – 256 Kbps	9.00	
		CIR, Per PVC – 288Kbps	10.00	
		CIR, Per PVC – 384 Kbps	12.00	
		CIR, Per PVC – 512 Kbps	25.00	
		CIR, Per PVC – 576 Kbps	26.00	
		CIR, Per PVC – 768 Kbps	28.00	
		CIR, Per PVC – 1.152 Mbps	36.00	
		CIR, Per PVC – 1.536 Mbps	46.00	
		CIR, Per PVC - 2 Mbps	50.00	
		CIR, Per PVC - 3 Mbps	75.00	
		CIR, Per PVC - 4 Mbps	100.00	
		CIR, Per PVC - 5 Mbps	125.00	

(N)

(N)

4. Rates and Charges

4.1 Advanced Data Services

4.1.2	Frame Relay - Service	Period Plan			
ID	Service Category	Rate Element	Rate	USOC	
	Standard PVC	CIR, Per PVC - 6 Mbps	150.00		(
	Committed Information Rates	CIR, Per PVC - 7 Mbps	175.00		
	Optional Feature	CIR, Per PVC - 8 Mbps	200.00		
		CIR, Per PVC - 9 Mbps	225.00		
		CIR, Per PVC - 10 Mbps	250.00		
		CIR, Per PVC - 11 Mbps	275.00		
		CIR, Per PVC - 12 Mbps	300.00		
		CIR, Per PVC - 13 Mbps	325.00		
		CIR, Per PVC - 14 Mbps	350.00		
		CIR, Per PVC - 15 Mbps	375.00		
		CIR, Per PVC - 16 Mbps	400.00		
		CIR, Per PVC - 17 Mbps	425.00		
		CIR, Per PVC - 18 Mbps	450.00		
		CIR, Per PVC - 19 Mbps	475.00		
		CIR, Per PVC - 20 Mbps	500.00		
		CIR, Per PVC - 21 Mbps	525.00		
		CIR, Per PVC - 22 Mbps	550.00		
	UNI Port With Access Line	56 Kbps – Vintage 1 ¹ - One Year – Monthly - Each	130.25		(C) (C)
		56 Kbps – Vintage 2 - One Year – Monthly - Each	136.25		(N) (N)
		56 Kbps – Vintage 1 ¹ - Three Years – Monthly – Each	113.50		(C) (C)
		56 Kbps – Vintage 2 - Three Years – Monthly – Each	119.50		(N) (N)
		56 Kbps – Vintage 1 ¹ - Five Years – Monthly – Each	103.00		(C) ((C) (
		56 Kbps – Vintage 2 – Five Years – Monthly – Each	109.00		(N) (N)
		56 Kbps – Seven Year ² – Monthly – Each	97.85		(C)

Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, additions, or changes are not permitted.

Note 2: Effective June 20, 2003, the 7-Year VTPPs for 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port With Access Line Connections are no longer available to new customers. (N)

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4. Rates and Charges

4.1 Advanced Data Services

4.1.2	Frame Relay - Service	Period Plan			
ID	Service Category	Rate Element	Rate	USOC	
	UNI Port With Access Line	384 Kbps – Vintage 1 ¹ - One Year – Monthly – Each	424.75		
		384 Kbps – Vintage 2 - One Year – Monthly – Each	424.75		(
		384 Kbps – Vintage 1 ¹ – Three Years – Monthly – Each	382.50		(
		384 Kbps – Vintage 2 - Three Years – Monthly – Each	372.50		(
		384 Kbps – Vintage 1 ¹ – Five Years Year – Monthly – Each	340.00		(
		384 Kbps – Vintage 2 - Five Years – Monthly – Each	330.00		(
		384 Kbps – Seven Years ² – Monthly – Each	323.00		(
		1.536 Mbps – Vintage 1 ¹ - One Year – Monthly – Each	823.75		(
		1.536 Mbps – Vintage 2 - One Year – Monthly – Each	761.75		(
		1.536 Mbps – Vintage 1 ¹ - Three Years – Monthly – Each	760.50		(
		1.536 Mbps – Vintage 2 - Three Years – Monthly – Each	698.50		(
		1.536 Mbps – Vintage 1 ¹ - Five Years – Monthly – Each	676.00	,	(
		1.536 Mbps – Vintage 2 - Five Years – Monthly – Each	614.00		(
		1.536 Mbps – Seven Years ² – Monthly – Each	665.25		(

Note 1: Effective September 17, 2003, this service is no longer available to new customers. Moves, additions, or changes are not permitted. (N)

Note 2: Effective June 20, 2003, the 7-Year VTPPs for 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port With Access Line Connections are no longer available to new customers. (N)

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Rates and Charges Advanced Data Services 4.

4.1

4.1.2	Frame Relay - Service	Frame Relay - Service Period Plan				
ID	Service Category	Rate Element	Rate	USOC		
	UNI Port Only	4 Mbps – One Year – Monthly – Each	2,540.00			
	Connection	4 Mbps - Three Years - Monthly - Each	2,300.00			
		4 Mbps – Five Years – Monthly - Each	2,100.00			
		6 Mbps – One Year – Monthly – Each	2,875.00			
		6 Mbps - Three Years - Monthly - Each	2,600.00			
		6 Mbps – Five Years – Monthly - Each	2,400.00			
		10 Mbps – One Year – Monthly – Each	3,180.00			
		10 Mbps – Three Years – Monthly – Each	2,850.00			
		10 Mbps – Five Years – Monthly - Each	2,650.00			
		22 Mbps – One Year – Monthly – Each	3,350.00			
		22 Mbps – Three Years – Monthly – Each	3,000.00			
		22 Mbps – Five Years – Monthly - Each	2,800.00			
		44.736 Mbps – One Year – Monthly – Each	4,300.00			
		44.736 Mbps – Three Years – Monthly – Each	3,800.00			
		44.736 Mbps – Five Years – Monthly – Each	3,600.00			
		56 Kbps - One Year - Monthly - Each	70.00			
		56 Kbps – Three Years – Monthly – Each	60.00			
		56 Kbps – Five Years – Monthly - Each	50.00			
		384 Kbps – One Year – Monthly – Each	150.00			
		384 Kbps – Three Years – Monthly – Each	125.00			
		384 Kbps – Five Years – Monthly - Each	110.00			
		1.536 Mbps – One Year – Monthly – Each	195.00			
		1.536 Mbps – Three Years – Monthly – Each	165.00			
		1.536 Mbps – Five Years – Monthly – Each	145.00			

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Rates and Charges Advanced Data Services 4.

4.1

4.1.2	Frame Relay - Service Period Plan				
ID	Service Category	Rate Element	Rate	USOC	
	UNI Port Only	4 Mbps – One Year – Monthly – Each	770.00		
	Connection	4 Mbps – Three Years – Monthly – Each	740.00		
		4 Mbps - Five Years - Monthly - Each	620.00		
		6 Mbps – One Year – Monthly – Each	810.00		
		6 Mbps - Three Years - Monthly - Each	780.00		
		6 Mbps – Five Years – Monthly - Each	660.00		
		10 Mbps – One Year – Monthly – Each	870.00		
		10 Mbps – Three Years – Monthly – Each	820.00		
		10 Mbps – Five Years – Monthly - Each	700.00		
		22 Mbps – One Year – Monthly – Each	1,160.00		
		22 Mbps – Three Years – Monthly – Each	1,090.00		
		22 Mbps – Five Years – Monthly - Each	970.00		
		44.736 Mbps – One Year – Monthly – Each	1,350.00		
		44.736 Mbps – Three Years – Monthly – Each	1,125.00		
		44.736 Mbps – Five Years – Monthly – Each	1,050.00		
	NNI Port Only	384 Kbps – One Year – Each	150.00		
		384 Kbps – Three Years – Each	125.00		
		384 Kbps – Five Years – Each	110.00		
		1.536 Mbps – One Year – Each	195.00		
		1.536 Mbps – Three Years – Each	165.00		
		1.536 Mbps – Five Years – Each	145.00		
		44.736 Mbps – One Year – Each	1,350.00		
		44.736 Mbps – Three Years – Each	1,125.00		
		44.736 Mbps – Five Years – Each	1,050.00		

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(N)

(N)

4. Rates and Charges

4.1 Advanced Data Services

4.1.3	Frame Relay – NRCs			
ID	Service Category	Rate Element	Rate	USOC
	UNI Port With Access Line	56 Kbps – Month-to-Month – Each	800.00	
		384 Kbps – Month-to-Month – Each	1,000.00	
		1.536 Mbps – Month-to-Month – Each	1,000.00	
		4 Mbps – Month-to-Month – Each	1,500.00	
		6 Mbps – Month-to-Month – Each	1,500.00	
		10 Mbps – Month-to-Month - Each	1,500.00	
		22 Mbps – Month-to-Month - Each	1,500.00	
		44.736 Mbps – Month-to-Month - Each	1,500.00	
		56 Kbps – Seven–Year Term Plan – Each	400.00	
		384 Kbps – Seven–Year Term Plan – Each	531.25	
		1.536 Mbps – Seven–Year Term Plan – Each	551.25	
	UNI Port Only Connection	Additional Logical Channels – Per User to Network Interface (UNI) ¹	55.00	
		56 Kbps – Month–to-Month – Each	300.00	
		384 Kbps – Month-to-Month - Each	300.00	
		1.536 Mbps – Month-to-Month – Each	300.00	
		4 Mbps – Month-to-Month – Each	300.00	
		6 Mbps – Month-to-Month – Each	300.00	
		10 Mbps – Month-to-Month - Each	300.00	

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4. Rates and Charges

4.1 Advanced Data Services

4.1.3	Frame Relay – NRCs			
ID	Service Category	Rate Element	Rate	USOC
	UNI Port Only Connection	22 Mbps – Month-to-Month - Each	300.00	
		44.736 Mbps – Month-to-Month – Each	300.00	ı
	NNI Port Only	384 Kbps – Month-to-Month – Each	300.00	
		1.536 Mbps – Month-to-Month – Each	300.00	
		44.736 Mbps – Month-to-Month – Each	300.00	ı
	Optional Features	Additional Logical Channels – Per UNI Port With Access Line ¹	55.00	
		Administrative Charge	50.00	
		Backup UNI, Per Activation	200.00	
		Jurisdictional Change Charge, Per UNI or NNI	75.00	

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